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**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 32301
Docket No. CL-32189
97-3-94-3-608

The Third Division consisted of the regular members and in addition Referee George Edward Larney when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(National Railroad Passenger Corporation (AMTRAK))

STATEMENT OF CLAIM:

“Claim of the System Committee of the Organization (GL-11112) that:

The following claim is hereby presented to the Carrier on behalf of Claimant M.K. Harmon:

(a) The Carrier violated the Amtrak Clerks' Rules Agreement particularly Rules 11, 13, 14, 16, 17 and other rules, when it failed to properly compensate Claimant M. K. Harmon for travel time, meal periods, mileage, and all other compensation allowed for attending CQI Training from February 22, 1993 - February 27, 1993, in Phila., PA, which is outside of her headquarter's point of Beech Grove, IN, in addition to illegally diverting her from her regular assigned position. Receptionist, BN149, without agreement with the Organization at the Beech Grove, Amtrak Facility.

(b) Claimant M. K. Harmon now be allowed the appropriate compensation per our agreement including wages, at the punitive rate of \$13.13 per hour, travel time, mileage, meals, etc. for attending CQI Training from February 22, 1993 - February 27, 1993, on account of this violation. In addition, the Carrier should immediately discuss with the General Chairman an agreement to cover employees participating in CQI activities.

(c) Claimant is qualified, was available and should have been properly compensated per the Amtrak TCU Agreement.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Claimant entered service of the Carrier on September 4, 1973 and, at the time this subject dispute arose, Claimant held the regular position of Receptionist at the Beech Grove, Indiana Mechanical Facility.

The record evidence reflects that at a meeting held with labor representatives, Carrier's General Manager at the Beech Grove Maintenance Facility offered said representatives who are non-management employees the opportunity, on a voluntary basis, to attend a three day class for management employees involving the ongoing Continuous Quality Improvement (CQI) program to be held in Philadelphia, Pennsylvania. Claimant responded affirmatively to the offer and, at that time, she was given assurance she would not lose pay for any of her scheduled eight hour work days and that she would be reimbursed for all expenses incurred by her, such as travel to and from the class, meals, hotel, and other associated expenses. The record evidence reflects that although the three day CQI class was held on February 23 through 25, 1993, the Expense Reports filed by Claimant covered the greater time period beginning February 22, 1993 and ending February 27, 1993. On these cited dates, Claimant was shown to have traveled on the former date to the class prior to its commencement and on the latter date from the class following its conclusion. Claimant filed for expenses incurred in the amount of \$537.45 and Carrier reimbursed Claimant for this exact amount. As a result, the Board rules to void this part of the relief sought in paragraph (b) of the Statement of Claim. In addition to being reimbursed her expenses, Claimant was also paid eight hours per day for the days she was involved in the class and for the days she was involved in travel to and from the class at the straight-time rate of pay. However,

the Claimant here seeks compensation for each of these eight hour days at the overtime rate of pay.

The Organization submits that Carrier violated each of the cited Agreement Rules set forth in paragraph (a) of the Statement of Claim, but places special emphasis on Rule 14, the Overtime Rule. The Organization argues that whenever attendance of employees is required at a Carrier directed meeting, Rule 14, as well as the other Rules cited but, in particular, Rule 16, provides that the attending employees be compensated at the overtime rate of pay. The Organization submits that numerous Board Awards support its position with respect to this latter point.

Carrier submits the more applicable rule is the Training Rule, Rule 32, and notes this Rule provides for compensating employees at the straight-time rate of pay for their attendance at mandatory training. Carrier further submits that if the straight-time rate represents the proper rate of pay for attending mandatory training, then this rate of pay should be no different where attendance at the training was, as here, on a strictly voluntary basis. Carrier also notes as significant that Claimant here was paid in the same manner as were all other attendees.

It is evident to the Board that in this case, the Organization has failed to distinguish between a "Company directed meeting" and a training session and has simply ignored the fact that Claimant was not "required" to attend the subject training session but did so on a voluntary basis after being offered the opportunity to attend. We concur in Carrier's position that if the straight-time rate of pay is proper and applicable in compensating employees for their mandatory attendance at training sessions that such rate of pay is also proper and applicable in compensating employees for their voluntary attendance at training sessions. In so finding, we rule to deny the subject claim in its entirety.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 13th day of November 1997.